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**UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA**

STRETCH LAB FRANCHISE, LLC, et
 al.

Plaintiff,

vs.

STRETCH LAB, LLC, et al.

Defendants.

Case No.: 2:18-cv-07816-GW (SSx)

~~[PROPOSED]~~ STIPULATED
 PROTECTIVE ORDER

STRETCH LAB, LLC, a California
 limited liability company; SAUL
 JANSON, an individual; and
 TIMOTHY TROST, an individual,

Counter-Claimants,

vs.

STRETCH LAB FRANCHISE, LLC, a
 Delaware limited liability company; and
 DOES 1-10, inclusive,

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Counter-Defendant.

STRETCH LAB, LLC, a California
limited liability company; SAUL
JANSON, an individual; and
TIMOTHY TROST, an individual,

Third-Party Claimants,

v.

ANTHONY GEISLER, an individual;
and DOES 1-10, inclusive,

Third-Party Defendant.

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1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

B. GOOD CAUSE STATEMENT

In this action, Plaintiff alleges that Defendants (among other things) breached the parties' Asset Purchase Agreement ("APA"), which disqualifies Defendants from (among other things) receiving an "earn out payment" upon the occurrence of a future event. Plaintiff also contends that, because Defendants are in breach of the APA and failed to exercise commercially reasonable efforts to enter into a franchise agreement with Plaintiff, they are not its franchisees, and are not entitled to hold themselves out as Plaintiff's franchisees, illegally infringe on Plaintiff's trademarks, or compete against it; Defendants disagree. Discovery in this case will be directed at (among other things), Plaintiff's finances and the value of the earn out payment. These financial documents deserve special protection

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1 from public disclosure and from use for any purpose other than prosecution of this
2 action.

3 Separately, Defendants contend the APA expressly grants them franchise
4 rights to a number of Stretch Lab locations; Plaintiff disagrees and contends
5 Defendants are infringing their trademarks by continuing to operate under the
6 Stretch Lab name. Discovery on this topic will be directed at Plaintiff's internal
7 emails, as well as representations made by Plaintiffs to third-parties about the
8 status of Defendants as franchisees. These documents are sensitive in nature, were
9 not meant to be publicly disclosed, and thus also deserve special protection from
10 public disclosure and from use for any purpose other than prosecution of this
11 action.

12 In addition, Plaintiff and Defendants anticipate that certain materials
13 reflecting highly sensitive financial information, business plans and methods,
14 marketing strategies, sales strategies, construction buildout methodologies, site
15 selection methodologies, pricing from Plaintiffs' or Defendants' vendors,
16 stretching and flexibility training and routine plans, trade secrets, *personal*
17 financial information of Plaintiff and Defendants' principals (or Defendants
18 themselves) and other similar information may be exchanged during discovery.
19 Because Plaintiff contends Defendants are not authorized franchisees, and are
20 illegally competing against it, severe harm is may result if a party's information is
21 disclosed to the opposing party's organization, even if disclosure is limited to the
22 opposing party's officers, directors, and employees, in house counsel, or
23 independent contractors.

24 Accordingly, to expedite the flow of information, to facilitate the prompt
25 resolution of disputes over confidentiality of discovery materials, to adequately
26 protect information the parties are entitled to keep confidential, to ensure that the
27 parties are permitted reasonable necessary uses of such material in preparation for
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1 and in the conduct of trial, to address their handling at the end of the litigation, and
2 serve the ends of justice, a protective order for such information is justified in this
3 matter. It is the intent of the parties that information will not be designated as
4 confidential for tactical reasons and that nothing be so designated without a good
5 faith belief that it has been maintained in a confidential, non-public manner, and
6 there is good cause why it should not be part of the public record of this case.

7 **2. DEFINITIONS**

8 2.1 Action: 2:18-cv-07816-GW (SSx).

9 2.2 Challenging Party: a Party or Non-Party that challenges the
10 designation of information or items under this Order.

11 2.3 "CONFIDENTIAL" Information or Items: information (regardless of
12 how it is generated, stored or maintained) or tangible things that qualify for
13 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
14 the Good Cause Statement.

15 2.4 "CONFIDENTIAL – ATTORNEY'S EYES ONLY" Information or
16 Items: information (regardless of how it is generated, stored or maintained) or
17 tangible things that qualify for protection under Federal Rule of Civil Procedure
18 26(c), and are of such a highly sensitive nature that disclosure to the Receiving
19 Party's (as defined herein) officers, directors, and employees (including House
20 Counsel), or independent contractors may result in serious economic harm.
21 "CONFIDENTIAL-ATTORNEY'S EYES ONLY" information includes internal
22 financial information, business plans and methods, marketing strategies, sales
23 strategies, construction buildout methodologies, site selection methodologies,
24 pricing from Plaintiffs' vendors, stretching and flexibility training and routine
25 plans, trade secrets, highly sensitive personal information, and other information of
26 a highly sensitive character.

27 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as
28 their support staff).

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1 2.6 Designating Party: a Party or Non-Party that designates information
2 or items that it produces in disclosures or in responses to discovery as
3 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEY’S EYES ONLY.”

4 2.7 Disclosure or Discovery Material: all items or information, regardless
5 of the medium or manner in which it is generated, stored, or maintained (including,
6 among other things, testimony, transcripts, and tangible things), that are produced
7 or generated in disclosures or responses to discovery in this matter.

8 2.8 Expert: a person with specialized knowledge or experience in a
9 matter pertinent to the litigation who has been retained by a Party or its counsel to
10 serve as an expert witness or as a consultant in this Action.

11 2.9 House Counsel: attorneys who are employees of a party to this
12 Action. House Counsel does not include Outside Counsel of Record or any other
13 outside counsel.

14 2.10 Non-Party: any natural person, partnership, corporation, association,
15 or other legal entity not named as a Party to this action.

16 2.11 Outside Counsel of Record: attorneys who are not employees of a
17 party to this Action but are retained to represent or advise a party to this Action
18 and have appeared in this Action on behalf of that party or are affiliated with a law
19 firm which has appeared on behalf of that party, and includes support staff.

20 2.12 Party: any party to this Action, including all of its officers, directors,
21 employees, consultants, retained experts, and Outside Counsel of Record (and their
22 support staffs).

23 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
24 Discovery Material in this Action.

25 2.14 Professional Vendors: persons or entities that provide litigation
26 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
27 demonstrations, and organizing, storing, or retrieving data in any form or medium)
28 and their employees and subcontractors.

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1 2.15 Protected Material: any Disclosure or Discovery Material that is
2 designated as “CONFIDENTIAL” or “CONFIDENTIAL- ATTORNEY’S EYES
3 ONLY.”

4 2.16 Receiving Party: a Party that receives Disclosure or Discovery
5 Material from a Producing Party.
6

7 3. SCOPE

8 The protections conferred by this Stipulation and Order cover not only
9 Protected Material (as defined above), but also (1) any information copied or
10 extracted from Protected Material; (2) all copies, excerpts, summaries, or
11 compilations of Protected Material; and (3) any testimony, conversations, or
12 presentations by Parties or their Counsel that might reveal Protected Material.

13 Any use of Protected Material at trial shall be governed by the orders of the
14 trial judge. This Order does not govern the use of Protected Material at trial.
15

16 4. DURATION

17 Even after final disposition of this litigation, the confidentiality obligations
18 imposed by this Order shall remain in effect until a Designating Party agrees
19 otherwise in writing or a court order otherwise directs. Final disposition shall be
20 deemed to be the later of (1) dismissal of all claims and defenses in this Action,
21 with or without prejudice; and (2) final judgment herein after the completion and
22 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
23 including the time limits for filing any motions or applications for extension of
24 time pursuant to applicable law.
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26 5. DESIGNATING PROTECTED MATERIAL

27 5.1 Exercise of Restraint and Care in Designating Material for Protection.

28 Each Party or Non-Party that designates information or items for protection under

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1 this Order must take care to limit any such designation to specific material that
2 qualifies under the appropriate standards. The Designating Party must designate for
3 protection only those parts of material, documents, items, or oral or written
4 communications that qualify so that other portions of the material, documents,
5 items, or communications for which protection is not warranted are not swept
6 unjustifiably within the ambit of this Order.

7 Mass, indiscriminate, or routinized designations are prohibited. Designations
8 that are shown to be clearly unjustified or that have been made for an improper
9 purpose (e.g., to unnecessarily encumber the case development process or to
10 impose unnecessary expenses and burdens on other parties) may expose the
11 Designating Party to sanctions.

12 If it comes to a Designating Party's attention that information or items that it
13 designated for protection do not qualify for protection, that Designating Party must
14 promptly notify all other Parties that it is withdrawing the inapplicable designation.

15 5.2 Manner and Timing of Designations. Except as otherwise provided in
16 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
17 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
18 under this Order must be clearly so designated before the material is disclosed or
19 produced.

20 Designation in conformity with this Order requires:

21 (a) for information in documentary form (e.g., paper or electronic
22 documents, but excluding transcripts of depositions or other pretrial or trial
23 proceedings), that the Producing Party affix at a minimum, the legend
24 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend") or "CONFIDENTIAL
25 – ATTORNEY'S EYES ONLY" (hereinafter "CONFIDENTIAL –
26 ATTORNEY'S EYES ONLY legend"), to each page that contains protected
27 material. If only a portion or portions of the material on a page qualifies for
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1 protection, the Producing Party also must clearly identify the protected portion(s)
2 (e.g., by making appropriate markings in the margins).

3 A Party or Non-Party that makes original documents available for inspection
4 need not designate them for protection until after the inspecting Party has indicated
5 which documents it would like copied and produced. During the inspection and
6 before the designation, all of the material made available for inspection shall be
7 deemed "CONFIDENTIAL – ATTORNEY'S EYES ONLY." After the inspecting
8 Party has identified the documents it wants copied and produced, the Producing
9 Party must determine which documents, or portions thereof, qualify for protection
10 under this Order. Then, before producing the specified documents, the Producing
11 Party must affix the "CONFIDENTIAL legend" or "CONFIDENTIAL –
12 ATTORNEY'S EYES ONLY legend" to each page that contains Protected
13 Material. If only a portion or portions of the material on a page qualifies for
14 protection, the Producing Party also must clearly identify the protected portion(s)
15 (e.g., by making appropriate markings in the margins).

16 (b) for testimony given in depositions that the Designating Party identify the
17 Disclosure or Discovery Material on the record, before the close of the deposition
18 all protected testimony. Alternatively, the Designating Party may identify
19 Protected Material in deposition testimony in writing, by page and line number,
20 within thirty (30) days of the Designating Party's receipt of the electronic
21 transcript of the deposition. Until the thirty (30) day period has elapsed, the
22 deposition transcript is to be treated as "CONFIDENTIAL – ATTORNEY'S
23 EYES ONLY" material.

24 (c) for information produced in some form other than documentary and for
25 any other tangible items, that the Producing Party affix in a prominent place on the
26 exterior of the container or containers in which the information is stored the legend
27 "CONFIDENTIAL" or "CONFIDENTIAL – ATTORNEY'S EYES ONLY." If
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1 only a portion or portions of the information warrants protection, the Producing
 2 Party, to the extent practicable, shall identify the protected portion(s).

3 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
 4 failure to designate qualified information or items does not, standing alone, waive
 5 the Designating Party's right to secure protection under this Order for such
 6 material. Upon timely correction of a designation, the Receiving Party must make
 7 reasonable efforts to assure that the material is treated in accordance with the
 8 provisions of this Order.

9 10 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

11 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
 12 designation of confidentiality at any time that is consistent with the Court's
 13 Scheduling Order.

14 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
 15 resolution process under Local Rule 37.1 et seq.

16 6.3 The burden of persuasion in any such challenge proceeding shall be
 17 on the Designating Party. Frivolous challenges, and those made for an improper
 18 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
 19 parties) may expose the Challenging Party to sanctions. Unless the Designating
 20 Party has waived or withdrawn the confidentiality designation, all parties shall
 21 continue to afford the material in question the level of protection to which it is
 22 entitled under the Producing Party's designation until the Court rules on the
 23 challenge.

24 25 7. ACCESS TO AND USE OF PROTECTED MATERIAL

26 7.1 Basic Principles. A Receiving Party may use Protected Material that is
 27 disclosed or produced by another Party or by a Non-Party in connection with this
 28 Action only for prosecuting, defending, or attempting to settle this Action. Such

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1 Protected Material may be disclosed only to the categories of persons and under
2 the conditions described in this Order. When the Action has been terminated, a
3 Receiving Party must comply with the provisions of section 13 below (FINAL
4 DISPOSITION).

5 Protected Material must be stored and maintained by a Receiving Party at a
6 location and in a secure manner that ensures that access is limited to the persons
7 authorized under this Order.

8 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
9 otherwise ordered by the court or permitted in writing by the Designating Party, a
10 Receiving Party may disclose any information or item designated
11 "CONFIDENTIAL" only to:

12 (a) the Receiving Party's Outside Counsel of Record in this Action,
13 as well as employees of said Outside Counsel of Record to whom it is reasonably
14 necessary to disclose the information for this Action;

15 (b) the officers, directors, and employees (including House
16 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for
17 this Action;

18 (c) Experts (as defined in this Order) of the Receiving Party to
19 whom disclosure is reasonably necessary for this Action and who have signed the
20 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

21 (d) the court and its personnel;

22 (e) court reporters and their staff;

23 (f) professional jury or trial consultants, mock jurors, and
24 Professional Vendors to whom disclosure is reasonably necessary for this Action
25 and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit
26 A);

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(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any Protected Material unless they sign the "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

7.3 Disclosure of "CONFIDENTIAL – ATTORNEY'S EYES ONLY" Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL – ATTORNEY'S EYES ONLY" only to:

(a) the Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(c) the court and its personnel;

(d) court reporters and their staff;

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(e) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(f) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(g) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any Protected Material unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEY’S EYES ONLY,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

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1 (b) promptly notify in writing the party who caused the subpoena or order to
2 issue in the other litigation that some or all of the material covered by the subpoena
3 or order is subject to this Protective Order. Such notification shall include a copy
4 of this Stipulated Protective Order; and

5 (c) cooperate with respect to all reasonable procedures sought to be pursued
6 by the Designating Party whose Protected Material may be affected.

7 If the Designating Party timely seeks a protective order, the Party served
8 with the subpoena or court order shall not produce any information designated in
9 this action as "CONFIDENTIAL" or "CONFIDENTIAL – ATTORNEY'S EYES
10 ONLY" before a determination by the court from which the subpoena or order
11 issued, unless the Party has obtained the Designating Party's permission. The
12 Designating Party shall bear the burden and expense of seeking protection in that
13 court of its Protected Material and nothing in these provisions should be construed
14 as authorizing or encouraging a Receiving Party in this Action to disobey a lawful
15 directive from another court.

16
17 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
18 PRODUCED IN THIS LITIGATION

19 (a) The terms of this Order are applicable to information produced by a
20 Non-Party in this Action and designated as "CONFIDENTIAL" or
21 "CONFIDENTIAL – ATTORNEY'S EYES ONLY." Such information produced
22 by Non-Parties in connection with this litigation is protected by the remedies and
23 relief provided by this Order. Nothing in these provisions should be construed as
24 prohibiting a Non-Party from seeking additional protections.

25 (b) In the event that a Party is required, by a valid discovery request, to
26 produce a Non-Party's confidential information in its possession, and the Party is
27 subject to an agreement with the Non-Party not to produce the Non-Party's
28 confidential information, then the Party shall:

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(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

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1 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
2 PROTECTED MATERIAL

3 11.1 When a Producing Party gives notice to Receiving Parties that certain
4 inadvertently produced material is subject to a claim of privilege or other
5 protection, the obligations of the Receiving Parties are those set forth in Federal
6 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
7 whatever procedure may be established in an e-discovery order that provides for
8 production without prior privilege review.

9 11.2 The production of privileged or work-product protected documents,
10 electronically stored information or information, whether inadvertent or otherwise,
11 is not a waiver of the privilege or protection from discovery in this case or in any
12 other federal or state proceeding. This Order shall be interpreted to provide the
13 maximum protection allowed by Federal Rule of Evidence 502(d). 11.3 Nothing
14 contained herein is intended to or shall serve to limit a party's right to conduct a
15 review of documents, ESI or information (including metadata) for relevance,
16 responsiveness and/or segregation of privileged and/or protected information
17 before production.

18
19 12. MISCELLANEOUS

20 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
21 person to seek its modification by the Court in the future.

22 12.2 Right to Assert Other Objections. By stipulating to the entry of this
23 Protective Order no Party waives any right it otherwise would have to object to
24 disclosing or producing any information or item on any ground not addressed in
25 this Stipulated Protective Order. Similarly, no Party waives any right to object on
26 any ground to use in evidence of any of the material covered by this Protective
27 Order.
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1 12.3 Filing Protected Material. A Party that seeks to file under seal any
2 Protected Material must comply with Civil Local Rule 79-5. Protected Material
3 may only be filed under seal pursuant to a court order authorizing the sealing of the
4 specific Protected Material at issue. If a Party's request to file Protected Material
5 under seal is denied by the court, then the Receiving Party may file the information
6 in the public record unless otherwise instructed by the court.

7
8 13. FINAL DISPOSITION

9 After the final disposition of this Action, as defined in paragraph 4, within
10 60 days of a written request by the Designating Party, each Receiving Party must
11 return all Protected Material to the Producing Party or destroy such material. As
12 used in this subdivision, "all Protected Material" includes all copies, abstracts,
13 compilations, summaries, and any other format reproducing or capturing any of the
14 Protected Material. Whether the Protected Material is returned or destroyed, the
15 Receiving Party must submit a written certification to the Producing Party (and, if
16 not the same person or entity, to the Designating Party) by the 60 day deadline that
17 (1) identifies (by category, where appropriate) all the Protected Material that was
18 returned or destroyed and (2) affirms that the Receiving Party has not retained any
19 copies, abstracts, compilations, summaries or any other format reproducing or
20 capturing any of the Protected Material. Notwithstanding this provision, Counsel
21 are entitled to retain an archival copy of all pleadings, motion papers, trial,
22 deposition, and hearing transcripts, legal memoranda, correspondence, deposition
23 and trial exhibits, expert reports, attorney work product, and consultant and expert
24 work product, even if such materials contain Protected Material. Any such archival
25 copies that contain or constitute Protected Material remain subject to this
26 Protective Order as set forth in Section 4 and for three years following the final
27 resolution of this litigation (including any appeal from a final judgment of this
28 Court).

14. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: 12/7/18

SA Segal
Hon. Suzanne H. Segal

United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that
was issued by the United States District Court for the Central District of California
on [date] in the case of Stretch Lab Franchise, LLC v. Stretch Lab, LLC et al.
2:18-cv-07816-GW (SSx). I agree to comply with and to be bound by all the terms
of this Stipulated Protective Order and I understand and acknowledge that failure
to so comply could expose me to sanctions and punishment in the nature of
contempt. I solemnly promise that I will not disclose in any manner any
information or item that is subject to this Stipulated Protective Order to any person
or entity except in strict compliance with the provisions of this Order.
I further agree to submit to the jurisdiction of the United States District Court for
the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action. I hereby appoint _____ [print
or type full name] of _____ [print or
type full address and telephone number] as my California agent for service of
process in connection with this action or any proceedings related to enforcement of
this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____